

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075

Complaint No.WBRERA/COM 000341

Premlata Sethia Complainant

Vs.

Greenfield City Project LLP Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
06 29.01.2026	<p>Complainant is present in the hearing physically and signed the Attendance Sheet.</p> <p>Mr. Sanjiv Kumar Jha, Authorized Representative of the Respondent Company is present in today's hearing on behalf of the Respondent through online mode by submitting Authorization through email.</p> <p>The Respondent submitted a fresh Affidavit as per Authority order dated 01.09.2025, which has been received by this Authority on 17.10.2025.</p> <p>Complainant has also submitted a rejoinder through Affidavit which has been received by this Authority on 10.10.2025.</p> <p>Both the parties were heard and all the Affidavits and other documents were perused.</p> <p>The fact of the case is that the husband of the Complainant booked a Flat on the project of the Respondent on 14.01.2012. The Complainant paid Rs. 15,03,630/- upto 19.07.2014 on different dates.</p> <p>On getting Occupation Certificate on 30.07.2015 the Respondent informed the Complainant on 08.08.2015 for taking over the possession after payment of the remaining consideration amount. It was also informed that if possession is not taken within 01.11.2015 guarding charges will be applicable from that date and maintenance charges will also be applicable from that date.</p> <p>The Complainant cleared the payment on 13.04.2017 and 03.05.2017. But even after payment of all the dues, the Deed of Conveyance was not executed by the Respondent on the ground that the Complainant has not made payment of the guarding charges, which on constant persuasion by the Complainant was ultimately found to be credited by the Respondent on the account of another flat</p>	

buyer wrongly and subsequently Execution of Conveyance Deed was made on 21.05.2022. Even after that the Complainant did not get the possession of the flat.

As such, The Complainant filed complaint before the Authority with allegation of not obtaining keys of the Flat even after the registration of Conveyance Deed.

The Respondent claimed that they delivered possession of the flat including handing over 2 sets of keys vide a letter dated 18.07.2022 but no document could be produced by the Respondent in support of acknowledgement by the Complainant towards receiving of the possession and taking over the keys, which is also evident from Annexure-IX of the Complainant's Affidavit dated 09.02.2024.

The Respondent was directed by the Authority vide order dated 05.07.2024 to deliver the possession of the flat to the Complainant in habitable condition and only after that the possession was handed over by the Respondent on 25.07.2024, as evident from the documents submitted from the Complainant.

Apart from prayer for receiving possession of the flat, the Complainant also prayed for waiver of the unduly charged maintenance charges levied before the actual possession of the flat.

On their response the Respondent raised the points of maintainability on the ground that the project got CC in the year 2015 i.e. before the enactment of Real Estate (Regulation and Development) Act, 2016.

So far as in the merit points, the Respondent stated that the Complainant made delay payment on different occasions and in spite of asking for taking over possession after payment of remaining amount in the year 2015, the Complainant made the payment on 2017. The Respondent agreed in their Affidavit that the payment of Rs. 40,000/- made by the Complainant was wrongly credited by the Respondent to the account of other flat owner. As a corrective measure the Respondent waived off the guarding charges of this period only.

After hearing, both the parties and going through the Affidavits and other documents, the Authority would like to have the following observations:-

- Regarding the points raised by the Respondent towards maintainability of the instant complaint matter, the Authority is to point out that obtaining CC before the enactment of the Act, exempts the promoter to comply with the provision of section 3 of the Act only.
- In the instant matter the Respondent got the entire money including interest and other charges by 03.05.2017, but in spite of that the Conveyance Deed was registered in favour of the Complainant in the year 2022, which is undoubtedly default on their part. And also they did not handover the possession of the

flat to the complainant till July, 2024 that too on the Authority's order.

- As such, the Respondent has made violation of section 11(f), 17 and 18 of Real Estate (Regulation and Development) Act, 2016. So, this complainant matter is absolutely maintainable under the provision of this Act.
- Now, as for the merit of the complaint matter, the Authority observes that the Respondent issued possession notice to the Complainant on 08.08.2015, with request to clear the dues and as per provision of the act and rules, the Complainant was to take possession within 3(three) months i.e. within 08.11.2015. But the Complainant cleared the payment on 03.05.2017. Hence, the Complainant is to pay the maintenance charges including the guarding charges form 08.11.2015 till 03.05.2017 and subsequent period in the event of actual possession given by the Respondent.
- But, unfortunately in this case the Complainant got registration of Sale Deed in 2022 for no fault of her own and also received possession of the flat on 25.07.2024, that too under the order of this Authority as such the Complainant is no way liable to make payment of maintenance charges from 03.05.2017 to 24.07.2024, i.e. the actual date of possession.

Now, the Authority is hereby pleased to issue the following directions:-

- A. The Complainant is liable to pay the maintenance charges for a period starting from 08.11.2015 to 03.05.2017 and also subsequently for the period starting from the date of actual possession of the flat i.e. starting from 25.07.2024. The amount already paid by the Complainant towards maintenance charges in advance shall have to be adjusted accordingly.
- B. The Respondent shall have to bear the maintenance charges from the period starting from 04.05.2015 to 24.07.2024 and also deposit the proportionate amount to the Apartment Owners Association.
- C. So far prayer relating to compensation, the Complainant is at liberty to approach before the adjudicating officer.

With this direction, the instant matter is hereby disposed of.

Let copy of this order be served to both the parties immediately.



(JAYANTA KR. BASU)

Chairperson

West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority